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Department of Land Revenue

OFFICE of the Bd of Rev

STATION Madras

File No. 2108	
Dated 5-6-35	

C 3438/3

Pages in the file

1

DISPATCHED
5 JUN 1935

(SUBJECT.)

Security (S. Kanara) · Hyderabad Treasury -
Shri M. Shrinivasa Iyengar - H — Fedelity Bank
Messrs Beardsell & Co., · Accepted

RW 1271

5438

Ref. No. 286-35-B2.

South Kanara Collector's Office
Camp: Mudabidri, dated 18th May 1935.

From

M.R.Rv.

Rao Bahadur A. A. Venkatarama Ayyar, Avgl, B.A.

Ag. Collector of South Kanara

To

The Secretary to the Board

Land Revenue & Settlement

Madras.

Sir,

Security--Shroff, Huzur Treasury--Fidelity Bond for Rs.700/--acceptance--orders--requested

The shroff of the Huzur treasury, Mangalore is required to furnish a security of Rs.700 under B. S. C. 130-1 (iv). The present shroff, H. Sheik Ismail, has offered a fidelity bond No. 1880 M. for Rs.700 issued by Messrs. W. A. Beardsell and Co. Ltd. Madras as security. The firm is in the list of approved firms that do fidelity insurance business shown in Appendix No. 5-B of the Madras Financial and Account Code, Vol. II. I submit herewith the bond as required by article 77 (1) of the Madras Financial and Account Code, Vol. I and request orders whether the bond may be accepted. The firm says that the form of the bond has already been approved by the Board

I also request orders if bonds similarly drawn up by approved firms may in future be accepted as security from Government servants including shroffs, without reference to the Board in each case

Your obedient servant.

DRAFT FOR APPROVAL.

When received for fair copying

When copied

When examined

When signed

When despatched

READ AGAIN

The Board accepts the form of the Indemnity Bond executed by Messrs Beardsell and Co., on behalf of H. Sheik Dawood Khadir Hussain Tirumurti Manickam

2. The collector is requested to take steps to have a security bond executed by the Khan in the form No(6) of Appendix No 5-A to the Madras Financial and Account Code Vol II.

3 With reference to the suggestion in para 2 of the Collector's letter read above he is informed that as the number of cases is not likely to

[illegible] many, there is no need to deviate from the prescribed rule, [illegible] that the form of the bond, in individual cases should be submitted to the Board for approval.

NOTE FILE.

Security. (South Kanara) Huzur Treasury- Shroff- Shaik Sheik Ismail-H. Fidelity Bond of Messrs. Beardsell and Co.- Acceptance.

C.3438/35. page 1 c.f.

To First Assistant, p 3 c/f

The form of the Bond is similar to the one accepted by the Board in the B.p. at (M,. The words 'costs and damages' have been inserted after the word 'expense' in the third proviso in the form in (M) whereas the words 'costs, damages and' have been inserted before the word 'expense' in the form at page 3. c.f. As the sense is not altered the form of the Bond may be accepted without any remarks. In the form at p 3 c/f the words are 'paying all costs, damages and expense' for 'paying all expense, costs and damages' adopted at p 8 c/f (M). found at p 8 c/f (M).

The Collector may be requested to take steps to have a security Bond executed by the Shroff in form No (6) of Appendix No. 5-A to the Madras Financial and Account Code Vol. II.

Para 2 of the Collectr's letter.:--

Under Art. 77 (1) M.F.& A.C. Vol.I the form of Fidelity Bonds, in individual cases, has to be approved by the head of the department i.e. the Board in this case. The collector requests whether, bonds similarly drawn up by approved firms can be accepted by him without reference to the Board. The number of cases is not likely to be many and there appears to be no need to deviate from the prescribed rule. For orders whether the collector may be informed as above.

25.5.35 NB 28/5

NB 27/5/35

S.

Ans 29.5

31/5

SECT. 1-JUN.1935

Office copy.

The National Guarantee and Suretyship Association Limited.

The Association is the Pioneer of Guarantees and Suretyship business in India. No other class of business transacted.

Head Office: 17 Charlottee Square ,Edinburgh.

Managers for India,Burma and Ceylon -
Messrs. Gillanders Arbuthnot and Co. Calcutta.

Sum Guaranteed Rs. 700/- First premium Rs. 14- 0-0
Renewal date 26th March Annual Premium Rs. 14- 0-0

:eas Mr. Hosdrug Sheik Ismail, hereinfater called tne "Employed", is in, or is about to be taken into, the employment of the Secretary of State for India in Council, as Shroff - Huzur Treasury, South Kanara District, Mangalore, hereinafter called the "Employer" in the capacity set forth in the Proposal after mentioned, and an application has been made to The National Guarantee and Suretyship Association, Limited, hereinafter called the "Association", to give such guarantee as hereinafter contained, which application has been entertained by the Association.

Whereas a Proposal for such Guarantee and relative Statement or Statements signed by the Employer have thereupon been delivered to the Association by the Employer, setting forth the circumstances and conditions of the said employment and the precautions and checks to be used by the Employer for securing accuracy of accounts and limiting the amount of moneys entrusted to or left in the hands of the Employed at any one time, which Proposal and relative Statement or Statements are hereby declared to be the basis of the Contract of Gurantee hereinafter set forth.

And Whereas the First premiumm above mentioned has been paid to the Association as the Premium or consideration for the Guarantee for the period commencing the

and thereupon the Twentysixth

Twentysixth day of March Nineteen hundred and Thirtyfive and terminating on the Twentyfifth day of March Nineteen hundred and Thirtysix.

therefore this Agreement witnesseth that in consideration of the premises and during the period commencing and terminating as aforesaid, and afterwards during every succeeding year in respect of which the Employed or the Employer shall, before or upon the Twentysixth day of March in each such year or within ten days thereafter, pay or cause to be paid to the Association, and the Association shall consent to receive, the annual premium above mentioned the Association will, and they do hereby, as surety for the Employed, agree to guarantee to the Employer that, so long as the Employed shall after the date of this Agreement, continue in the uninterrupted employment of the Employer in the capacity set forth in the said Proposal, the Employed shall and will, during the subsistence of this Agreement, honestly and faithfully account to the Employer for all moneys which the Employed in the course of said employment shall receive or be entrusted with on account of the Employer, and generally that the Association will to the extent hereinafter mentioned indemnify the Employer against all loss in such moneys which the Employer may sustain by any fraud or dishonesty of the Employed in the capacity and employment foresaid in an amount not exceeding the sum of Rupees Sevenhundred only.

vided always that this Agreement is issued subject to the following conditions, which shall be conditions precedent to the liability of the Association to pay any claim hereunder.

1. That the foresaid guarantee and indemnity shall continue operative and in force only so long as the circumstances and conditions of the said employment shall remain in every particular as set forth in the said Proposal and relative Statement or Statements, and the precautions and checks for securing accuracy of accounts and limiting the amount of moneys entrusted or left in the hands of the Employed at any dishonesty,

shall be duly observed and put in practice on the part of the Employer in accordance with the said Proposal and relative Statement or Statements. And that the Association shall only be liable to contribute pro rata along with any other security held by the Employer.

That the Association shall be liable for any such loss as aforesaid only in the event of the Employer giving notice in writing to the Association in Madras of any act of fraud or dishonesty committed by the Employed immediately after the same shall have come to the knowledge of the Employer, and within six months either after the Employee shall have left the service of the Employer, or after the death of the Employed, or of the lapsing of this Agreement, whichever of these events shall first happen; and such notice shall state the Number of the Agreement, the cause, the nature, and extent of the loss, so far as then ascertained, and the address, if known, of the Employed, and that no claim shall be made under this Agreement except in respect of any act or acts of fraud or dishonesty which shall have occurred during the subsistence of this Agreement; and from and after the date upon which such fraud or dishonesty which shall come to the knowledge of the Employer the Association shall eo ipso, and without any intimation whatever, be relieved from their obligations hereby undertaken so far as regards the subsequent acts of the Employed. And that every claim under this Agreement shall be lodged with the Association without undue delay after notice as aforesaid shall have been given to the Association. And that full particulars and satisfactory proofs of the loss (verified, if the Association shall so require, by Statutory Declaration) shall be given to Association ; And that when any such loss has been made good and satisfied by the Association, for [redacted] thereof shall be made hereon by the Employer, [redacted] Agreement shall be delivered up

to the Association. And that the Employer shall, when ~~required~~ required by and at the expense of the Association, assign to the Association all claims and rights of action competent to the Employer against the Employed in respect of the loss so sustained.

That the Employer shall, if required by the Association, forthwith prosecute the Employed for any act or acts of fraud or dishonesty committed or supposed to have been committed by the Employed, in consequence of which a claim may be made under this Agreement the Association ~~in the event of a Conviction being obtained~~, paying all costs, damages and expenses necessarily incurred by the Employer in such prosecution. And that the Employer shall also give to the Association all such information and assistance as may be reasonably required for maintaining any action against the Employed for reimbursing to the Association any ~~moneys~~ monies which they may pay, or become liable to pay, under this Agreement.

gned for and on behalf of the Association at Madras the Second day o May Nineteen hundred and Thirtyfive.

For the National Guarantee & Suretyship Associat
for W. A. Beardsell and Co. Ltd.

(Sd.) xx
Director
Agents Madras.

It is hereby understood and agreed that the within policy is extended to guarantee to the Government that the Employed shall and will during the subsistence of this Policy honestly and faithfully account to the Government for all moneies and properties which he, while in the exercise of the office of SHROFF, Huzur Treasury, Mangalore shall receive or be entrusted with or which any person acting for him in his said office shall receive or be entrusted with on account of Government. Further the Association shall indemnify, the Government against all loss in such monies and properties which the Government may sustain by any act or acts of default or ~~one~~ time

negligence or disregard of rules of the Employed, in his said office as aforesaid or other persons nominated, accepted by or serving under him in his said office in the capacity and employment described in the policy.